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*Attorneys for HASElect-Medical Receivables  
Litigation Finance Fund International SP*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:  
INFINITY CAPITAL MANAGEMENT, INC.  
Debtor.

Case No. 21-14486-abl  
Chapter 7

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Adversary Case No. 21-01167-abl

Plaintiff,

v.

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Defendant.

**OBJECTION TO THE TRIAL  
DECLARATION OF CHAD MEYER  
[ECF NO. 271]**

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP, *et al.*,

Counter-Claimant,

v.

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP, *et al.*,

Counter-Defendants.

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1 HASElect-Medical Receivables Litigation Finance Fund International SP's ("HASElect"),  
2 by and through its undersigned counsel, respectfully submits its objections to the *Trial Declaration*  
3 *of Chad Meyer* [ECF No. 271] (the "Meyer Declaration") which was filed on August 23, 2023.

#### 4 HASELECT'S OBJECTIONS

5 1. HASElect objects to paragraph 7 of the Meyer Declaration, specifically with respect  
6 to Mr. Meyer's allegations and claims regarding an equity interest in Griffin Asset Management,  
7 as such statements are not relevant and have no bearing on this case.

8 2. HASElect objects to paragraph 14 of the Meyer Declaration, specifically with  
9 respect to Mr. Meyer's characterization of the structure of Tecumseh's relationship with Infinity,  
10 which is a legal conclusion that is central to the issues of this case. Further, HASElect objects to  
11 this paragraph and the statements therein as they are not supported by the evidence, as will be  
12 shown at trial.

13 3. HASElect objects to paragraph 16 of the Meyer Declaration, specifically with  
14 respect to Mr. Meyer's characterization of the structure of Tecumseh's relationship with Infinity,  
15 which is a legal conclusion that is central to the issues of this case. Further, HASElect objects to  
16 this paragraph and the statements therein as they are not supported by the evidence, as will be  
17 shown at trial.

18 4. HASElect objects to paragraph 17 of the Meyer Declaration, specifically with  
19 respect to Mr. Meyer's characterization of the structure of Tecumseh's relationship with Infinity,  
20 which is a legal conclusion that is central to the issues of this case. Specifically, whether or not  
21 "Infinity [was] acting as an agent for Tecumseh and Tecumseh holding the receivables" is a legal  
22 conclusion that is not appropriate for such factual testimony. Further, HASElect objects to this  
23 paragraph and the statements therein as they are not supported by the evidence, as will be shown at  
24 trial.

25 5. HASElect objects to paragraph 18 of the Meyer Declaration, specifically with  
26 respect to Mr. Meyer's characterization of the structure of Tecumseh's relationship with Infinity,  
27 which is a legal conclusion that is central to the issues of this case. Further, HASElect objects to  
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1 this paragraph and the statements therein as they are not supported by the evidence, as will be  
2 shown at trial.

3 6. HASelect objects to paragraph 19 of the Meyer Declaration as it is hearsay,  
4 attempting to use out of court statements by nonparties for the truth of the matter.

5 7. HASelect objects to paragraph 20 of the Meyer Declaration as it contains improper  
6 legal conclusions as to Infinity's loan agreement with HASelect. HASelect further objects to Mr.  
7 Meyer's attempt to interpret documents that he alleges earlier in the same declaration that he  
8 claims he "had no specific involvement in the negotiation of the loan" and that any loan documents  
9 will speak for themselves. Mr. Meyer's alleged interpretation of loan documents to which he is not  
10 a party is improper and outside the scope of his understanding as a lay person.

11 8. HASelect objects to paragraph 21 of the Meyer Declaration and the statements  
12 therein as they are not supported by the evidence, as will be shown at trial.

13 9. HASelect objects to paragraph 22 of the Meyer Declaration and the statements  
14 therein as they are not supported by the evidence, as will be shown at trial.

15 10. HASelect objects to paragraph 24 of the Meyer Declaration and the statements  
16 therein as they are not supported by the evidence, as will be shown at trial. HASelect further  
17 objects to Mr. Meyer's statements as they are in conflict with the law of the case doctrine as this  
18 Court has already determined that the parties, at least in part, did not intend to create a trust  
19 relationship.

20 11. HASelect objects to paragraph 25 of the Meyer Declaration and the statements  
21 therein as they are not supported by the evidence, as will be shown at trial. Further, HASelect  
22 objects to this statement as it conflicts with the Sub-Advisory Agreement, which is a document  
23 that will speak for itself.

24 12. HASelect objects to paragraph 26 of the Meyer Declaration and the statements  
25 therein as they are not supported by the evidence, as will be shown at trial. HASelect further  
26 objects to this paragraph as it conflicts with the findings already made by this Court in ruling on  
27 summary judgment motions in HASelect's favor—i.e., the law of the case doctrine. Further,  
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1 HASElect objects to this statement as it conflicts with the Sub-Advisory Agreement, which is a  
2 document that will speak for itself.

3 13. HASElect objects to paragraph 27 of the Meyer Declaration and the statements  
4 therein as they are not supported by the evidence, as will be shown at trial. Further, HASElect  
5 objects to this statement as it conflicts with the Sub-Advisory Agreement, which is a document  
6 that will speak for itself.

7 14. HASElect objects to paragraph 28 of the Meyer Declaration as vague based on its  
8 use of the phrase “purchase and sale agreement”. This Court is aware of the bills of sale between  
9 Infinity and Tecumseh as established in HASElect successfully moving for summary judgment  
10 with respect to several receivables that Tecumseh claimed ownership over.

11 15. HASElect objects to paragraph 29 of the Meyer Declaration and the statements  
12 therein as they are not supported by the evidence, as will be shown at trial.

13 16. HASElect objects to paragraph 30 (and the subparts thereof) of the Meyer  
14 Declaration as the Sub-Advisory Agreement is a document that will speak for itself.

15 17. HASElect objects to paragraph 33 of the Meyer Declaration and the statements  
16 therein as they are not supported by the evidence, as will be shown at trial. Further, HASElect  
17 objects to this paragraph to the extent Mr. Meyer is attempting to perform a tracing exercise, which  
18 is not proper for a layperson such as Mr. Meyer and, as such, is in violation of Fed. R. Evidence  
19 701 (stating that a layperson may not testify as to scientific, technical, or other specialized  
20 knowledge within the scope of Rule 702); *see also Western Alliance Bank v. Jefferson*, No. 2:14-  
21 cv-0761, 2016 U.S. Dist. LEXIS 117566, \* 6 (D. Ariz. Aug. 30, 2016) (excluding testimony on a  
22 motion in limine of a layperson as to the tracing of funds stating that “[t]he court recognizes the  
23 difficulties inherent in tracing commingled funds to their sources” and further stating that “[i]f  
24 Jefferson had expert opinion evidence from a forensic accountant, he might be able to establish the  
25 necessary link with respect to some (but not all) of the disputed transfers.”); *Chiteishvili v. Vertifx*  
26 *LLC*, No. CV 17-08711, 2023 U.S. Dist. LEXIS 66219, \*20 (C.D. Cal. Feb. 16, 2023)  
27 (acknowledging that tracing usually requires expert assistance); *United States v. Tucker*, 716 F.2d  
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1 576, 581 (9th Cir. 1983) (stating that, in the criminal context and ineffective assistance of counsel,  
2 “We believe that it should have been obvious...that the assistance of an accountant *would be*  
3 *necessary to trace the distribution of funds....*”) (emphasis supplied).

4 18. HASElect objects to paragraph 34 of the Meyer Declaration and the statements  
5 therein as they are not supported by the evidence, as will be shown at trial.

6 19. HASElect objects to paragraph 35 of the Meyer Declaration and the statements  
7 therein as they are not supported by the evidence, as will be shown at trial. HASElect further  
8 objects to this paragraph as it conflicts with the findings already made by this Court in ruling on  
9 summary judgment motions in HASElect’s favor—i.e., the law of the case doctrine. As this Court  
10 has already found, Infinity did purchase receivables in its own name prior to selling the same to  
11 Tecumseh.

12 20. HASElect objects to paragraph 37 of the Meyer Declaration and the statements  
13 therein as they are not supported by the evidence, as will be shown at trial. HASElect further  
14 objects to this paragraph as it conflicts with the findings already made by this Court in ruling on  
15 summary judgment motions in HASElect’s favor—i.e., the law of the case doctrine. As this Court  
16 has already found, Infinity did purchase receivables in its own name prior to selling the same to  
17 Tecumseh and thus directly acquired an interest in the “Receivables”.

18 21. HASElect objects to paragraph 38 of the Meyer Declaration and the statements  
19 therein as they are not supported by the evidence, as will be shown at trial. HASElect further  
20 objects to this paragraph as it conflicts with the findings already made by this Court in ruling on  
21 summary judgment motions in HASElect’s favor—i.e., the law of the case doctrine. As this Court  
22 has already found, Infinity did purchase receivables in its own name prior to selling the same to  
23 Tecumseh and thus directly acquired an interest in the “Receivables”. HASElect further objects to  
24 any reference to any Case Manager system allegedly reviewed to the extent that such documents  
25 were not produced during discovery in this matter.

26 22. HASElect objects to paragraph 39 of the Meyer Declaration and the statements  
27 therein as they are not supported by the evidence, as will be shown at trial. HASElect further  
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1 objects to this paragraph as it conflicts with the findings already made by this Court in ruling on  
2 summary judgment motions in HASElect's favor—i.e., the law of the case doctrine. As this Court  
3 has already found, Infinity did purchase receivables in its own name prior to selling the same to  
4 Tecumseh and thus directly acquired an interest in the "Receivables". Further, whatever Tecumseh  
5 represented to its investors is not relevant as whether the receivables were owned by Infinity is a  
6 legal conclusion to be made by this Court.

7 23. HASElect objects to Paragraph 42 of the Meyer Declaration to the extent it seeks to  
8 characterize "ESD Verified HASOverlapDumpWith Income-Final.xlsx", which is a document that  
9 will speak for itself. HASElect further objects to this paragraph and the statements therein as they  
10 are not supported by the evidence, as will be shown at trial.

11 24. HASElect objects to paragraph 43 of the Meyer Declaration and the statements  
12 therein as they are not supported by the evidence, as will be shown at trial. Further, HASElect  
13 objects to Mr. Meyer's statements disguised as legal conclusions regarding the relationship  
14 between Infinity and Tecumseh, which is to be decided by this Court as a factfinder.

15 25. HASElect objects to paragraph 46 of the Meyer declaration to the extent Mr.  
16 Meyer's statements are legal conclusions regarding the relationship of Infinity and Tecumseh,  
17 which is to be decided by this Court as a factfinder.

18 26. HASElect objects to paragraph 48 of the Meyer declaration because it does not  
19 identify who prepared such spreadsheets and thus lacks foundation. Further, Mr. Meyer is not an  
20 expert—but rather a layperson, and any testimony of his is limited as such. He may not testify on  
21 any matters requiring specialized knowledge as mandated by Fed. R. Evid. 701.

22 27. HASElect objects to paragraph 50 of the Meyer declaration because it does not  
23 identify who prepared such spreadsheets and thus lacks foundation. Further, Mr. Meyer is not an  
24 expert—but rather a layperson, and any testimony of his is limited as such. He may not testify on  
25 any matters requiring specialized knowledge as mandated by Fed. R. Evid. 701.

26 28. HASElect objects to paragraph 51 of the Meyer Declaration and the statements  
27 therein as they are not supported by the evidence, as will be shown at trial. Further, HASElect  
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1 objects to this statement to the extent it conflicts with any exhibits admitted in this case, which are  
2 documents that will speak for themselves. Further, HASelect objects to these statements as they  
3 lack proper foundation.

4 29. HASelect objects to paragraph 53 of the Meyer declaration because it does not  
5 identify who prepared such spreadsheets and thus lacks foundation.

6 30. HASelect objects to paragraph 54 of the Meyer Declaration and the statements  
7 therein as they are not supported by the evidence, as will be shown at trial. Further, HASelect  
8 objects to this statement to the extent it conflicts with any exhibits admitted in this case, which are  
9 documents that will speak for themselves. Further, HASelect objects to these statements as they  
10 lack proper foundation.

11 31. HASelect objects to paragraph 56 of the Meyer declaration because it does not  
12 identify who prepared such spreadsheets and thus lacks foundation.

13 32. HASelect objects to paragraph 54 of the Meyer Declaration and the statements  
14 therein as they are not supported by the evidence, as will be shown at trial. Further, HASelect  
15 objects to this statement to the extent it conflicts with any exhibits admitted in this case, which are  
16 documents that will speak for themselves. Further, HASelect objects to these statements as they  
17 lack proper foundation.

18 33. HASelect reserves the right to assert additional objections to the proposed  
19 documents set forth in the Meyer Declaration as they are sought to be admitted during trial, as well  
20 as reserves the right to assert all relevant objections to Mr. Meyer's trial testimony and any other  
21 exhibits not referenced in his declaration.

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1           34. For all the forgoing reasons, HASElect respectfully requests that the Court enter an  
2 order sustaining HASElect's objections to Mr. Meyer's testimony as set forth herein and strike the  
3 objected-to testimony from the record.

4           Dated this 23rd day of August 2023.

5                               **SHEA LARSEN**

6                               /s/ Bart K. Larsen, Esq.

7                               Bart K. Larsen, Esq.

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14                              *Litigation Finance Fund International SP*

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## CERTIFICATE OF SERVICE

1. On August 23, 2022, I served the following document(s): **OBJECTION TO THE TRIAL DECLARATION OF CHAD MEYER [ECF NO. 271]**

2. I served the above document(s) by the following means to the persons as listed below:

☒ a. ECF System:

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☐ b. United States mail, postage fully prepaid:

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5 I served the document(s) by placing them in an envelope or package addressed to  
6 the persons at the addresses listed below and providing them to a messenger for  
7 service.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 23, 2022.

8 By: /s/ Bart K. Larsen, Esq.